

THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants: LINDBO ) Art Unit: TBD  
Serial No.: 09/445,843 )  
Filing Date: December 14, 1999 ) Examiner: TBD  
Title: INTERNET CACHING SYSTEM

Commissioner for Patents  
Washington, DC 20231

## RENEWED PETITION UNDER 37 C.F.R. §1.47(b)

Dear Sir:

In response to the Decision on Petition under 37 C.F.R. §1.47(b) mailed November 16, 2000 (hereinafter the "Decision"), please accept the enclosed materials as a request to renew the Petition under 37 C.F.R. §1.47(b).

A petition under 37 C.F.R. §1.47(b) must be accompanied by (1) the requisite fee, (2) factual proof that the inventor refuses to execute the application, (3) a statement of the last known address of the inventor, (4) an oath or declaration by the 37 C.F.R. §1.47(b) applicant on behalf of and as agent for the non-signing inventor, (5) proof that the 37 C.F.R. §1.47(b) applicant has sufficient proprietary interest in the application, and (6) a showing that such action is necessary to preserve the rights of the parties or prevent irreparable damage.

The Decision indicated that items (1), (3), (4) and (6) above have been satisfied. The petitioner believes that these items remain fulfilled and, therefore, does not address them further by this submission. However, items (2) and (5) are addressed, in turn, below.

With respect to item (2), Mirror Image Internet, Inc. has been diligently attempting to acquire Mr. Lindbo's cooperation to sign an Oath/Declaration. (See the attached Statement of Facts in Support of Filing on Behalf of Nonsigning Inventor Pursuant to 37 C.F.R. §1.47(b) executed by Timo Aittola.)

Further, a complete copy of the application with an appropriate Oath/Declaration was hand delivered to Mr. Shub and Ms. Busny. (See the two attached Statement of Facts in Support of Filing on Behalf of Nonsigning Inventor Pursuant to 37 C.F.R. §1.47(b) executed by Mary Jo Johnson and the attached letter from R. Thomas Payne dated May 9, 2001 with Exhibit Book.) As indicated the attached Statement of Facts in Support of Filing on Behalf of Nonsigning Inventor Pursuant to 37 C.F.R. §1.47(b) by Mary Jo Johnson, the response from Ms. Busny on May 10, 2001 was that Mr. Lindbo would not sign the Oath/Declaration unless he was paid money as a settlement for an unrelated matter presently in litigation.

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Internet Caching System

On May 15, 2001 at approximately 3:15PM, after placing a telephone call to Elise Busny, one of Mr. Lindbo's attorneys, Elise Busny clearly stated that Mr. Lindbo would not sign the declaration unless Mr. Lindbo were to receive a \$160,000 payment (see the attached Statements of Facts in Support of Filing on Behalf of Nonsigning Inventor Pursuant to 37 C.F.R. §1.47(b) executed by R. Thomas Payne and George N. Chaclas).

As previously documented, Mirror Image Internet, Inc. has already paid full value to properly acquire all right title and interest to the subject invention from Mirror Image Internet AB. Thus, the refusal of Mr. Lindbo to sign without further payment is inappropriate and clearly establishes his status as hostile within the meaning of 37 C.F.R. §1.47(b).

Clearly, petitioner has complied with the requirement to provide factual proof that the inventor refuses to execute the application (Oath/Declaration). Such factual proof is clearly demonstrated by the attached Statements of Facts in Support of Filing on Behalf of Nonsigning Inventor Pursuant to 37 C.F.R. §1.47(b) and the letter from R. Thomas Payne with Exhibit Book.

Accordingly, the petitioner respectfully submits that the requirements of item (2) have now been fulfilled and an immediate communication from the petitions examiner confirming same is respectfully requested.

With respect to item (5), please find the attached executed Swedish language assignment with certified English translation. In pertinent part, the translation reads

“I/we hereby declare that I/we on 24 September 1997 have assigned all/a share in my/our right in and to

- invention
- Patent/Application No. 9702795-7
- convention priority (filing date, country, number)

regarding INTERNET CACHING SYSTEM to MIRROR IMAGE INTERNET AB such that said owner can, in his own name, apply for and obtain protection for this invention in Sweden and abroad...  
(Emphasis added)”

Thus, as of the date of filing the U.S. application (December 14, 1999), Mr. Lindbo had assigned all interest in the subject invention to Mirror Image Internet AB.

Subsequently, as indicated in the Agreement on Sale and Purchase of a Business Operation, dated February 12, 1999, already of record, Mirror Image Internet Inc. acquired all rights existing in the business operation of Mirror Image Internet AB.

Thus, as the result of the above documents, all right and title to the subject invention, including the U.S. rights, vested in Mirror Image Internet Inc. upon execution of the Agreement on Sale and Purchase of a Business Operation.

Accordingly, the petitioner respectfully submits that the requirements of item (5) have now been fulfilled.

In view of the remarks above and attached supporting formal papers, the petitioner believes that all the requirements for the subject Petition under 37 C.F.R. §1.47(b) have been met and, therefore, granting of the same is respectfully requested. Such action is earnestly solicited.

Respectfully submitted,

Dated: May 15, 2001

  
George N. Chacras, Reg. No. 46,608  
Attorney for Applicant  
CUMMINGS & LOCKWOOD  
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(203) 351-4103

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## THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants: LINDBO ) Art Unit: TBD  
Serial No.: 09/445,843 )  
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Title: INTERNET CACHING SYSTEM

Commissioner for Patents  
Washington, DC 20231

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16 MAY 2001  
Legal Staff  
International Division

STATEMENT OF FACTS IN SUPPORT OF FILING ON BEHALF OF  
NONSIGNING INVENTOR PURSUANT TO 37 C.F.R. § 1.47(b)

Dear Sir:

This statement is made as to some of the facts that, as I understand them, are to be relied upon to establish the diligent effort made to secure the execution of the declaration by the nonsigning sole inventor for the above-identified patent application after deposit thereof in the Patent and Trademark Office. Because the sole inventor, Mr. Lindbo, has and continues to refuse to execute the declaration, the execution of the document on behalf of the nonsigning inventor is by an entity showing a sufficient proprietary interest therein.

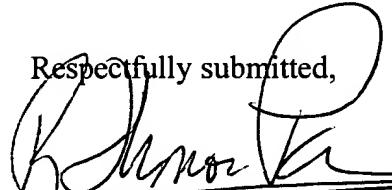
1. The undersigned is a partner in the law firm of Cummings & Lockwood and works at its offices at Four Stamford Plaza, 107 Elm Street, Stamford CT 06902. Attorneys at Cummings & Lockwood represent Mirror Image Internet, Inc. in various matters including Intellectual Property and, specifically, patent matters.
2. The undersigned makes the following statements as the undersigned has first-hand knowledge of the facts recited herein.
3. After being notified by Mr. Timo Aittola of the apparently complete breakdown in his efforts to obtain the execution of the declaration by Mr. Lindbo, the undersigned made an additional bona fide attempt at obtaining the execution of the declaration by Mr. Lindbo.
4. This additional bona fide attempt at obtaining the execution of the declaration by Mr. Lindbo consisted of hand delivering to Mr. Lindbo's attorneys a copy of the application and associated Oath/Declaration by representatives of Hale and Dorr LLP

along with our letter of May 9, 2001 requesting that Mr. Lindbo, the inventor, execute the declaration, as stated in the Statement of Mary Jo Johnson included herewith.

5. On May 15, 2001 at approximately 3:15PM, after placing a telephone call to Elise Busny, one of Mr. Lindbo's attorneys, Elise Busny clearly stated that Mr. Lindbo would not sign the declaration unless Mr. Lindbo were to receive a \$160,000 payment.

Dated: May 15, 2001

Respectfully submitted,

  
R. Thomas Payne, Reg. No. 30,674

Attorney for Petitioner  
CUMMINGS & LOCKWOOD  
Four Stamford Plaza  
P.O. Box 120  
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(203) 351-4192

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THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants:	LINDBO	)	Art Unit: TBD
		)	
Serial No.:	09/445,843	)	Examiner: TBD
		)	
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Washington, DC 20231

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Internet Division

**STATEMENT OF FACTS IN SUPPORT OF FILING ON BEHALF  
OF NONSIGNING INVENTOR PURSUANT TO 37 C.F.R. § 1.47(b)**

Dear Sir:

I, George Chaclas, do hereby declare that:

1. I am an attorney in the law firm of Cummings and Lockwood and work at its offices at 107 Elm Street, Stamford, Connecticut 06904. Attorneys at Cummings and Lockwood represent Mirror Image Internet Inc. in various intellectual property matters. I represent Mirror Image Internet Inc. before the U.S. Patent and Trademark Office.
2. The undersigned is making this statement as to the facts that are relied upon to establish the diligent effort made to secure the execution of the declaration by the nonsigning sole inventor for the above-identified patent application after deposit thereof in the Patent and Trademark Office.
3. The undersigned is making this statement as I have first-hand knowledge of the facts recited herein.
4. On May 15, 2001, I participated in a conference call with Mr. R. Thomas Payne, a partner at Cummings and Lockwood and Ms. Elaine Busny, attorney for Mr. Lindbo. In summary of the conference call, Ms. Busny informed us that Mr. Lindbo refuses to sign the Oath/Declaration for the above-identified application without payment by Mirror Image Internet, Inc.
5. The undersigned further declares that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that the statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both,

under §1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Respectfully submitted,

Dated: May 15, 2001

  
George N. Chacras, Reg. No. 46,608  
Attorney for Applicant/Petitioner  
CUMMINGS AND LOCKWOOD  
107 Elm Street  
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(203) 351-4103

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## THE UNITED STATES PATENT AND TRADEMARK OFFICE

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**STATEMENT OF FACTS IN SUPPORT OF FILING ON BEHALF  
OF NONSIGNING INVENTOR PURSUANT TO 37 C.F.R. § 1.47(b)**

Dear Sir:

I, Mary Jo Johnson, do hereby declare that:

1. I am a senior partner in the law firm of Hale and Dorr LLP and work at its offices at 60 State Street, Boston, Massachusetts 02109. Attorneys at Hale and Dorr LLP represent Mirror Image Internet, Inc. in various corporate and litigation matters. I represent the Company in litigation matters.
2. I am making this statement as I have first-hand knowledge of the facts recited herein.
3. I am making this statement to outline the involvement of Lars Sverker Lindbo ("Mr. Lindbo") in several litigation matters that are currently pending against Mirror Image Internet, Inc. and/or its controlling shareholder, Xcelera, Inc. ("Xcelera"), which demonstrate Mr. Lindbo's severed relationship with Mirror Image Internet, Inc. over the last year.
4. I am a member of the litigation team at Hale and Dorr LLP that is defending two of the lawsuits against the Petitioning company and its controlling shareholder in which Mr. Lindbo is involved. As such, the undersigned has personal knowledge of the nature of

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**CERTIFICATE OF HAND-DELIVERY**

I, \_\_\_\_\_, hereby certify that I have hand-delivered these Renewed Petition under 37 C.F.R. §1.47(b), Petition and Fee for  
Paul Del Guidice

Extension of Time under 37 C.F.R. § 1.136(a), Check for \$1,390.00, a first Statement of Facts in Support of Filing on Behalf of Nonsigning Inventor Pursuant to 37 C.F.R. § 1.47(b) by Mary Jo Johnson, a second Statement of Facts in Support of Filing on Behalf of Nonsigning Inventor Pursuant to 37 C.F.R. § 1.47(b) by Mary Jo Johnson, a Statement of Facts in Support of Filing on Behalf of Nonsigning Inventor Pursuant to 37 C.F.R. § 1.47(b) by Timo Aittola, a Statement of Facts in Support of Filing on Behalf of Nonsigning Inventor Pursuant to 37 C.F.R. § 1.47(b) by R. Thomas Payne, and a Statement of Facts in Support of Filing on Behalf of Nonsigning Inventor Pursuant to 37 C.F.R. § 1.47(b) by George Chaclas to the Office of Petitions on May 16, 2001.

these lawsuits, their current procedural posture, and the role that Mr. Lindbo has played in the prosecution of each action. The two lawsuits are as follows:

- a. Hale and Dorr LLP is counsel of record to Mirror Image Internet, Inc. in a Court of Chancery of Delaware ("Chancery Court") action entitled Parfi Holding AB v. Mirror Image Internet, Inc., C.A. No. 18457-NC filed October 26, 2000 (the "Section 220 Action").
- b. Hale and Dorr LLP is also counsel of record for defendant Xcelera Inc. ("Xcelera") in litigation entitled Parfi Holding AB, et al. v. Mirror Image Internet, Inc., et al., C.A. No. 18507-NC, filed November 15, 2000, in the Chancery Court (the "Plenary Delaware Action").
5. As a result of discovery conducted in connection with the Section 220 Action, the undersigned has knowledge of Mr. Lindbo's role in connection with a third litigation matter, which is an arbitration that Parfi Holding AB ("Parfi"), through a company called Drax Holdings AB, initiated against Xcelera in May 2000 (the "Swedish Arbitration").
6. The undersigned, on information and belief, understands that Mr. Lindbo is a director of Parfi. Parfi, together with three other plaintiffs (collectively, the "Plaintiffs"), all minority shareholders of Mirror Image Internet, Inc., initiated the Plenary Delaware Action against Xcelera, Mirror Image Internet, Inc., and three directors of Mirror Image Internet, Inc. (collectively, the "Defendants"), alleging fraud, breach of fiduciary duty, conspiracy, breach of contract, tortious interference with contract and usurpation of corporate opportunity in connection with three subscriptions for the sale of Mirror Image Internet, Inc. stock to Xcelera and one transaction involving the sale of Mirror Image Internet, Inc. stock from Xcelera to a third party. The Plaintiffs contend that these stock subscriptions diluted their Mirror Image Internet, Inc. stock and that Xcelera's sale of its Mirror Image Internet, Inc. stock usurped a corporate opportunity that belonged to Mirror Image Internet, Inc.. All five defendants have moved to dismiss this action and those motions are pending before Vice Chancellor Strine in the Chancery Court.
7. Parfi initiated the Section 220 Action against Mirror Image Internet, Inc. to obtain inspection of Mirror Image Internet, Inc.'s corporate books and records for the purported purposes of valuing Parfi's shareholding interest in Mirror Image Internet, Inc. and investigating the possibility of corporate wrongdoing in connection with the same transactions that Parfi and its co-plaintiffs have challenged in the Plenary Delaware Action.
8. On March 23, 2001, after a full trial on the merits, Vice Chancellor Strine of the Chancery Court ruled that Parfi's purported corporate investigation purpose was not bona fide, and stated:

"Mr. Lindbo... forthrightly basically indicated that what this is about is gathering evidence to support the claims that Parfi has made in the arbitration and in the litigation... I think [this case] really is about discovery in the underlying actions.

That's where I just don't think that is a proper primary purpose under Section 220, in a situation where the 220 plaintiff has already made a decision – an informed decision to initiate two pieces of litigation against the company."

9. Parfi is the lead plaintiff in the Plenary Delaware Action, the sole plaintiff in the Section 220 Action, and the real party in interest in the Swedish Arbitration, as stated in Parfi's Pre-Trial Brief in the Section 220 Action. Mr. Lindbo has been actively involved in the prosecution of the Section 220 Action and was consulted regarding and participated in Parfi's decision to pursue the Section 220 Action and the Plenary Delaware Action. Mr. Lindbo also appeared as a witness for Parfi in response to Defendant Mirror Image Internet, Inc.'s Notice of Deposition of the individual at Parfi most knowledgeable about the allegations in the Section 220 Action complaint.
10. Mr. Lindbo testified in his deposition on January 18, 2001, that he was the person at Parfi most knowledgeable about the allegations in Parfi's Section 220 Action complaint, and that he was actively involved in the decision to initiate the Plenary Delaware Action. Mr. Lindbo stated in his deposition that the transaction through which Parfi was created and was assigned shares of Mirror Image Internet, Inc. was conditional upon obtaining a Joint Prosecution Agreement with its assignor, Drax Holdings AB ("Drax") (formerly Mirror Image Internet AB, of which Mr. Lindbo was the managing director. Mr. Lindbo has further testified that he was consulted during the negotiations for the Joint Prosecution Agreement which Parfi and Drax entered in April 2000.
11. The Joint Prosecution Agreement enables Parfi and Drax and other parties to litigate against Mirror Image Internet, Inc. and Xcelera regarding the sale of Mirror Image Internet, Inc. stock to Xcelera. It also provides that Drax will at Parfi's request engage in litigation against Mirror Image Internet, Inc. regarding Mirror Image Internet, Inc.'s alleged breach of a February 12, 1999 agreement between Mirror Image Internet, Inc. and Mirror Image Internet AB (the "February 12, 1999 Agreement").
12. Mr. Lindbo explained in his deposition that the parties have a dispute over the February 12, 1999 Agreement. He explained that it concerned computers that Mirror Image Internet, Inc. "had agreed to buy and assume the lease agreements associated with the hardware and they refused to do that. That transaction has still not been completed as of today." This transaction is part of the dispute which also concerns reimbursement of certain winding down costs that on information and belief Mr. Lindbo wants resolved by payment of \$160,000 before he will execute an Oath/Declaration that is required by the U. S. Patent and Trademark Office.
13. As Mr. Lindbo stated in his deposition, Parfi's principal business activity has been pursuing litigation against Xcelera and Mirror Image Internet, Inc. since its formation in June 1999. Mr. Lindbo admitted that Parfi has no employees, and no business activity other than holding Mirror Image Internet, Inc. stock and pursuing litigation against Xcelera and Mirror Image Internet, Inc.. Vice Chancellor Strine has concluded that "Parfi was formed to win the [Plenary Delaware] case."

14. Mr. Lindbo also testified at the trial in the Section 220 Action as Parfi's principal witness in an attempt to meet Parfi's burden of demonstrating that its stated purposes for seeking inspection of Mirror Image Internet, Inc.'s corporate records were bona fide, and that Parfi sought records to determine whether corporate wrongdoing had occurred in connection with the stock subscriptions and the sale of Xcelera's Mirror Image Internet, Inc. stock. Mr. Lindbo testified at length about each of the four challenged transactions that are the centerpiece of the Delaware Plenary Action, none of which challenges Mr. Lindbo's obligation to execute the requested Oath/Declaration.
15. Mr. Lindbo further testified at trial about his involvement in the Swedish Arbitration. Specifically, Mr. Lindbo testified that as the former director of Mirror Image Internet, Inc., and the former managing director of Mirror Image Internet AB (Parfi's alleged predecessor-in-interest and Mirror Image Internet, Inc.'s former parent), he executed an Underwriting Agreement on behalf of those companies with defendant Alexander Vik, pursuant to which Xcelera obtained majority ownership of Mirror Image Internet, Inc. and whose validity Parfi is challenging in the Swedish Arbitration. Mr. Lindbo further testified that Parfi is funding, directing and guiding the participation of Drax Holdings AB in the Swedish Arbitration that challenges not only validity of the Underwriting Agreement, but also seeks monetary damages for each of the stock subscriptions challenged in the Plenary Delaware Action. Numerous allegations in the Swedish Arbitration concern the negotiations of the Underwriting Agreement between Alexander Vik and Mr. Lindbo, as well as the identical allegations regarding the stock subscriptions set forth in the Plenary Delaware Action complaint that also formed the basis for the Section 220 Action, but do not challenge the obligation of Mr. Lindbo to execute the requested Oath/Declaration.
16. The Plenary Delaware Action, the Section 220 Action and the Swedish Arbitration all allege corporate wrongdoing in connection with Mirror Image Internet, Inc. stock subscriptions, the actions of its Board of Directors and Xcelera's sale of Mirror Image Internet, Inc. stock to a third party. Mr. Lindbo has already appeared voluntarily as a witness at deposition and at trial in the Section 220 Action against Mirror Image Internet, Inc. in support of those allegations; indeed, his testimony formed the centerpiece of Parfi's case, since only one other witness testified. Further, he has been consulted about the strategy for prosecuting the Swedish Arbitration. Based on Mr. Lindbo's participation in these litigation matters beginning in May 2000, and intensifying from October 2000 through the present, the ability of Mirror Image Internet, Inc. to gain Mr. Lindbo's cooperation to execute the Oath/Declaration required in this matter is severely compromised.

17. I further declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that the statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under §1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Respectfully submitted,

Dated: May 15, 2001



Mary Jo Johnson (BBO #553419)  
Hale and Dorr LLP  
60 State Street  
Boston, Massachusetts 02109  
(617) 526-6750

**THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Applicants: LINDBO )  
 Serial No.: 09/445,843 )  
 Filing Date: December 14, 1999 )  
 Title: INTERNET CACHING SYSTEM

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**STATEMENT OF FACTS IN SUPPORT OF FILING ON BEHALF  
 OF NONSIGNING INVENTOR PURSUANT TO 37 C.F.R. § 1.47(b)**

Dear Sir:

I, Timo Aittola, do hereby declare that:

1. The undersigned is the Chief Financial Officer of Mirror Image Internet, Inc. and has held this position since July of 1999.
2. The undersigned is making this statement as to the facts that are relied upon to establish the diligent effort made to secure the execution of the declaration by the nonsigning sole inventor for the above-identified patent application after deposit thereof in the Patent and Trademark Office.
3. The undersigned is making this statement as I have first-hand knowledge of the facts recited herein. It supplements my Statement Under 37 C.F.R. § 373(b) Establishing Proprietary Interest By Person Signing On Behalf Of Nonsigning Inventor and Combined Declaration Under 37 C.F.R. § 1.63 and Oath/Power Of Attorney dated July 14, 2000, each already of record, and outlines the dispute which continues to exist between Mirror Image Internet, Inc. and Mr. Lars Sverker Lindbo ("Mr. Lindbo"), a non-signing inventor who refuses to sign a Declaration/Power of Attorney for the above-identified patent application.

**CERTIFICATE OF HAND-DELIVERY**

I, Paul Del Guidice, hereby certify that I have hand-delivered these Renewed Petition under 37 C.F.R. § 1.47(b), Petition and Fee for Extension of Time under 37 C.F.R. § 1.136(a), Check for \$1,390.00, a first Statement of Facts in Support of Filing on Behalf of Nonsigning Inventor Pursuant to 37 C.F.R. § 1.47(b) by Mary Jo Johnson, a second Statement of Facts in Support of Filing on Behalf of Nonsigning Inventor Pursuant to 37 C.F.R. § 1.47(b) by Mary Jo Johnson, a Statement of Facts in Support of Filing on Behalf of Nonsigning Inventor Pursuant to 37 C.F.R. § 1.47(b) by Timo Aittola, a Statement of Facts in Support of Filing on Behalf of Nonsigning Inventor Pursuant to 37 C.F.R. § 1.47(b) by R. Thomas Payne, and a Statement of Facts in Support of Filing on Behalf of Nonsigning Inventor Pursuant to 37 C.F.R. § 1.47(b) by George Chacias to the Office of Petitions on May 16, 2001.

4. Mr. Lindbo refuses to sign the Declaration/Power of Attorney documents without payment by Mirror Image Internet, Inc. to Parfi A.B. ("Parfi") based on a financial dispute relating to leases and winding down costs that Parfi alleges Mirror Image Internet, Inc. owes Parfi, as a purported successor-in-interest to Mirror Image Internet AB, in connection with the Company's purchase of the assets of Mirror Image Internet AB on February 12, 1999. The amount sought by Parfi is \$160,000.
5. The undersigned is not aware of any amount of compensation sought by or owed to Mr. Lindbo as an individual related whatsoever to the execution of an Oath/Declaration in the subject patent application.
6. On February 12, 1999, Mirror Image Internet, Inc. purchased the assets of Mirror Image Internet AB pursuant to an Agreement on the Sale and Purchase of a Business Operation dated February 12, 1999 ("Agreement"), already of record. Through Section 10 of the Agreement, Mirror Image Internet AB assigned and transferred to Mirror Image Internet, Inc. its full interest in the subject application.
7. Mr. Lindbo was an employee of Mirror Image Internet AB and the sole named inventor of the U.S. patent application at issue, which Mirror Image Internet AB assigned to Mirror Image Internet, Inc. on February 12, 1999.
8. During his employment at Mirror Image Internet AB on September 24, 1997, Mr. Lindbo executed an assignment of rights to the patents to his employer (See copy with certified translation which is attached to the Renewed Petition under 37 C.F.R. §1.47(b) herewith) which reads in pertinent part:

"I/we also undertake, on request and without delay and special compensation, to sign such documents as said owner may need to prove the transfer of rights in different countries." (emphasis added)
9. Mirror Image Internet, Inc. has made a final bona fide attempt at acquiring the inventor's signature consisting of providing Mr. Lindbo with a copy of the subject application and requesting Mr. Lindbo to execute the necessary Oath/Declaration pursuant to his obligation under the Swedish language assignment executed by him on September 24, 1997.
10. The undersigned is submitting this statement to describe the actions that have taken place beginning in December 2000 after the denial of a Petition under 37 C.F.R. §1.47(b) in the above-identified application.
11. In December 2000, it appeared that Mr. Lindbo would not sign the relevant documents until Mirror Image Internet, Inc. settled a dispute with Parfi AB. Therefore, in order to secure cooperation from Mr. Lindbo, the request for signature took the form of negotiations related to a settlement and release agreement involving Mirror Image Internet, Inc., Mr. Lindbo and Parfi, AB (the "parties"). The parties were beginning to reach an agreement on a business deal, but could not agree on the contents of a settlement and release agreement.

12. Settlement discussions continued during February and extended through April, 2001. During those few months, the discussions addressed potential ways to solve Mirror Image Internet, Inc.'s concerns about Mr. Lindbo's failure to sign certain documents now and in the future, including the signatures required for this application. The possibility of Mr. Lindbo's executing multiple powers of attorney was discussed during these negotiations, as was the possibility of an escrow account involving the payment of funds. The negotiations finally broke down completely around the end of April 2001 when Mr. Lindbo (through his counsel) rejected any use of an escrow, that did not involve an immediate cash payment to Parfi of \$160,000 as a condition for Mr. Lindbo's signing the documents needed for this and other patents. This requirement was considered unreasonable and, as such, unacceptable to the Company.

13. On May 10, 2001, we directed our attorneys, Hale and Dorr LLP, to hand deliver to Mr. Mark Shub and Ms. Elise Busny, the attorney's representing Mr. Lindbo, a copy of the application and associated Oath/Declaration in a final effort to secure his cooperation in executing the Oath/Declaration before the deadline of May 16, 2001.

14. At the time of the undersigned executing this statement, Mr. Lindbo has not cooperated or executed the Oath/Declaration. Since our attorneys delivered those documents to Mr. Lindbo's attorneys, neither Mr. Lindbo nor his attorneys have contacted the undersigned.

15. I further declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that the statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under §1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Dated: May 15, 2001

Respectfully submitted,



Timo Aittola  
Chief Financial Officer  
Mirror Image Internet, Inc.  
49 Dragon Court  
Woburn, Massachusetts 01801